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AGREEMENT

W. P. WHITSETT

~~TITLE INSURANCE AND TRUST CO.~~

WITH

.....A. M. WHITSETT.....

Dated October 30th,1906

Lot 116.....

Walnut Lawn

OUT WEST COMPANY, Los Angeles

This Agreement,

Made and entered into in duplicate this 30th day of October 1906, between W.P. WHITSETT ~~the TITLE INSURANCE AND TRUST COMPANY,~~ a corporation, the party of the first part hereto, and

A. M. WHITSETT

the part Y of the second part, WITNESSETH:

That the said party of the first part, in consideration of the covenants and agreements on the part of the party of the second part hereinafter contained, agrees to sell and convey unto the said part Y of the second part and said part Y of the second part agrees to buy

Lot One hundred sixteen (116) of "Walnut Lawn" in the County of Los Angeles, State of California, as per map recorded in Book 9, page 39, of maps in the office of the County Recorder of said County, reserving a right of way over the rear or Easterly 1-1/2 feet of said lot for telephone, telegraph and electric poles, together with a right to enter thereupon for the purpose of constructing and maintaining the same

for the sum of Two thousand-----00/100---Dollars (\$2000.00),

gold coin of the United States, and said part Y of the second part agrees, in consideration of the premises, to pay to the said party of the first part, at his or bank office in the City of Los Angeles, in the County of Los Angeles, State of California, the said sum of Two thousand-----

-----00/100- Dollars, as follows: Twenty-----Dollars (\$ 20.00), cash,

on the signing and delivery of these presents, the receipt whereof is hereby acknowledged, and the sum of twenty-----Dollars (\$20.00),

on or before the day of 190 , Dollars (\$),

on or before the day of 190 ,

on or before the 30th day of each and every month until full amount of purchase price is paid

all deferred payments to bear interest at the rate of six (6) per cent per annum, payable semi-annually

Said part Y of the second part agrees to pay insurance all taxes and assessments now levied or assessed against the said property before the same become delinquent, and upon failure so to do the party of the first part shall have the right to pay the same, with whatever costs and legal percentages that may be added, and the amount so paid, with interest thereon at the rate of seven per cent per annum from the date of payment until repaid, shall be secured hereby and shall be repaid by said part Y of the second part to said party of the first part on demand.

It is further agreed that time is the essence of this contract, and if the part Y of the second part shall fail, or make default in any of the payments by said part Y of the second part herein promised to be paid, insurance as the same mature or become due, or of any installment of the interest, or shall fail to pay said taxes, or assessments as in this contract provided, then this agreement may be rescinded at the option of the party of the first part, and the party of the first part shall thereupon be released from all obligations in law or equity to convey said property, and the said part Y of the second part shall forfeit all right thereto, and all monies paid to the party of the first part shall be forfeited to and retained by it as rent and agreed and liquidated damages.

As soon as the part V of the second part shall have made said payments, including taxes and assessments, as aforesaid, if made within the time and manner aforesaid, said party of the first part shall, and it does hereby agree to convey said premises by a good and sufficient deed to the said part V of the second part, and to furnish a Certificate of Title, showing its title to said lands to be good and free of incumbrance, made or suffered by it, at the date of said conveyance.

This sale is made subject to the following conditions, and the said deed to be made pursuant to this contract shall contain the following clause, namely:

"**Provided**, however, that this conveyance is made and accepted upon each of the following conditions, which shall apply to and be binding upon the grantee, his heirs, devisees, executors, administrators and assigns, namely;

That said premises shall be used for residence purposes only; that no building whatever other than a private residence with the customary out-buildings, including a private stable but excepting a privy, shall be erected, placed or permitted on said premises, or any part thereof; that such residence shall cost and be fairly worth not less than One thousand Dollars, and shall be located not less than -16- feet from the front line of said Lot and shall face the front line of said premises, namely, on Walnut Drive Street, and that a water-closet shall be located in said residence which shall be connected with a cess-pool or sewer; that no spirituous or intoxicating liquors shall ever be manufactured, sold or disposed of on said premises; and that said premises or any part thereof shall not be sold, leased, rented or conveyed to any person of African descent; that in the event of the violation of any of said conditions, the title hereby granted shall thereupon cease and terminate and thereupon be and become vested in the party of the first part, its successors or assigns.

"**Provided**, also, that the breach of either of the foregoing conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith, for value, as to said land, and the improvements thereon as above provided, or any part thereof; provided, however, that the breach of either of said conditions or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings, and provided also, that each of the foregoing conditions shall remain at all times in full force and effect as against any owner of said premises, or any part thereof, by reason of any breach thereof by any such owner, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

"**Provided**, that all and each of the restrictions, conditions and covenants herein contained shall in all respects terminate and end, and be of no further effect, either legal or equitable, either on any property in said tract or on the parties hereto, their heirs, devisees, executors, administrators or assigns, on and after January 1, A. D. 1911."

SUBJECT to taxes for the fiscal year 1906-1907.

And it is further understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties

IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate name to be subscribed hereto; by its President and Secretary, and its corporate seal to be hereto affixed; and the said part V of the second part have hereunto set their hands and seals the day and year first above written.

~~TITLE INSURANCE AND TRUST COMPANY,~~

Seller

(By W. Whitsett President)

(By A.M. Whitsett Secretary)

(Purchaser) A.M. Whitsett [SEAL]

(Purchaser) [SEAL]

WAT. PL. 0258

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RECEIVED PAYMENTS ON THE WITHIN AGREEMENT AS FOLLOWS:

DATE		1910	PRINCIPAL	INTEREST AMOUNT	
1906	Nov 7 06	Sep. 16	\$ 20 00	12 50	W. P. Whitsett
	Dec 2 06	" 30	30 00	12 50	W. P. Whitsett
1907	Jan 5 07	Dec 24	25 00	x mas 25 00	W. P. Whitsett By CoA
	Feb 9 07	Jan 31-11	25 00	25 00	W. P. Whitsett By S. H. W.
	Mar 9 07	Feb. ^{mas} 7	25 00	25 00	W. P. Whitsett. P 323. Bal. out Ledger.
	Apr 9 07	Mar.	25 00	25 -	W. P. Whitsett Do.
	May 9 07	Apr 30	25 00	12 50	W. P. Whitsett Do.
	May 22 07	May 15 1907	30 00	12 50	W. P. Whitsett
	June 3 07	11 31 "	20 00	12 50	W. P. Whitsett
	July 31 07	Nov 15 "	20 00	12 50	W. P. Whitsett
	Aug 31 07		20 00		W. P. Whitsett
	Sept 30 07		20 00		W. P. Whitsett
	Dec 16 07		20 00		W. P. Whitsett
	Apr 14 08		75 00		W. P. Whitsett
	June 8 08		13 00		W. P. Whitsett
	June 17 08		14 00		W. P. Whitsett
	July 1 08		8 95		W. P. Whitsett
	July 18 08		11 05		W. P. Whitsett
	Aug 23 08		25 00		W. P. Whitsett
	Sept 30 08		25 00		W. P. Whitsett
	Dec 18 08		20 00		W. P. Whitsett
	Dec 25 08		20 00		W. P. Whitsett
	Dec 31		20 00		W. P. Whitsett
March 1 09	Feb 13 09		25 00		W. P. Whitsett
	May 17 09		25 00		W. P. Whitsett
June 10 09	June 10 09		20 00		W. P. Whitsett
July 31 09	July 31 09		25 00		W. P. Whitsett
Mar 22 10	Mar 22 10		25 00		W. P. Whitsett
Dec 18 09	Dec 18 09		40 00		
" 25 09	Jan 25 09		25 00		
Aug 15 10	Aug 15 10		12 50		
" 31 10	" 31 10		12 50		

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